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4 BILL NO. S-74-04- 07

5 SPECIAL ORDINANCE NO. S- 54-74

6 AN ORDINANCE approving a contract with
7 L. W. DAILEY, INC. for street, sidewalk
sewer and lighting improvements

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
9 WAYNE, INDIANA:

10 SECTION 1. The contract between L. W. DAILEY, INC. and the CITY
11 OF FORT WAYNE, by and through its Mayor and the Board of Public Works for
12 improvement of streets, sidewalks, storm sewers and street lighting in Hoevelwood
13 Addition, as follows:

14 Section A, B, C, D and E, Hoevelwood Court
15 Addition Sections A and B and the general area
16 for a total cost of \$473,731.20, of which the City will pay \$245,055.20, the balance
17 of \$228,676.00 to be paid by the property owners under Barrett Law, all as more
18 particularly set forth in said Contract, which is on file in the Office of the Board of
19 Public Works, and is by reference incorporated herein and made a part hereof, is
20 hereby in all things ratified, confirmed and approved.

21 SECTION 2. This Ordinance shall be in full force and effect from and
22 after its passage and approval by the Mayor.

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William T. Runga
Councilman

APPROVED AS TO FORM
AND LEGALITY,

Richard S. Clark
CITY ATTORNEY

Read the first time in full and on motion by Henry J. Schmid, seconded by John Schmidt, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 4-9-74

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Henry J. Schmid, seconded by John Schmidt, and duly adopted, placed on its passage.

Passed (LOST) by the following vote:

AYES	<u>9</u>	NAYS	<u>0</u>	ABSTAINED	ABSENT	to-wit:
BURNS	<u>/</u>					
HINGA	<u>/</u>					
KRAUS	<u>/</u>					
MOSES	<u>/</u>					
NUCKOLS	<u>/</u>					
SCHMIDT, D.	<u>/</u>					
SCHMIDT, V.	<u>/</u>					
STIER	<u>/</u>					
TALARICO	<u>/</u>					

DATE: 4-23-74

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. S-54-74 on the 23rd day of April, 1974.

Charles W. Westerman ATTEST: (SEAL) Samuel J. Talarico
CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of April, 1974, at the hour of 4:00 o'clock A M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 24th day of April, 1974, at the hour of 11:45 o'clock A M., E.S.T.

David A. Schmid
MAYOR

Bill No. S-74-04-07

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving a contract with L. W. DAILEY, INC. for street, sidewalk
sewer and lighting improvements.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

William T. Hinga - Chairman

John Nuckols - Vice-Chairman

James S. Stier

Winfield C. Moses, Jr.

Paul "Mike" Burns

William T. Hinga

John Nuckols

James S. Stier

Winfield C. Moses, Jr.

Paul "Mike" Burns

CONCURRED IN
DATE 1-23-74 CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE
board of public works

March 29, 1974

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

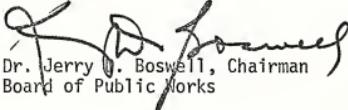
The Board of Works has awarded a contract to L. W. Dailey, Inc. for street, sidewalk, sewer and lighting improvements in Hoevelwood Addition, Sections A, B, C, D, E; Hoevelwood Court Addition, Sections A and B; and General Area under Improvement Resolution No. 5655-74 at a cost of \$473,731.20.

This is a Barrett Law project on which the property owners shall be paying \$228,676.00.

The contractor is desirous of starting this project promptly in order to meet completion date established in the contract.

The Board, therefore, is requesting "Prior Approval" of this contract. We shall attempt to formally submit the contract to Council April 9th.

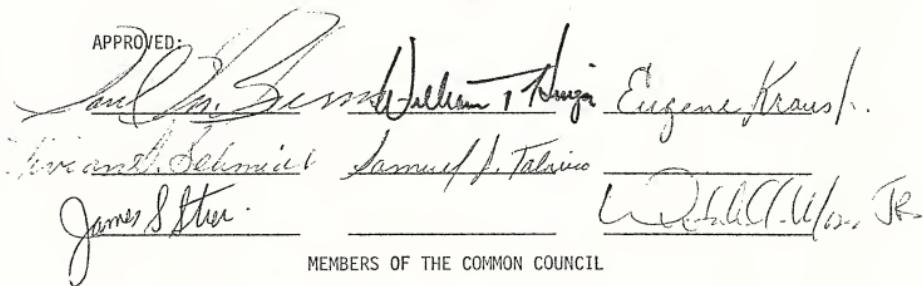
Sincerely,


Dr. Jerry D. Boswell, Chairman
Board of Public Works

JDB/ss

Attachment

APPROVED:


James S. Stier

MEMBERS OF THE COMMON COUNCIL

CONTRACT

This Agreement, made and entered into this _____ day of _____, 19____

by and between - - - - - L. W. DAILEY, INC. - - - - -

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein-after called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

prove the streets, sidewalks, storm sewers and street lighting in Hoevelwood

Addition, Section A, B, C, D, and E, Hoevelwood Court Addition, Sections A and B and the general area.

by grading and paving the roadway to a width of twenty-seven feet with _____ including curbs

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5655-1974 AND AT THE following price per linear foot

at the following prices:

Clearing the Right of Way	Four Thousand Dollars and no cents, per lump sum	4,000.00
Remove and reset fence	Four Dollars and no cents, per lin. ft.	4.00
Concrete Drive Removal	Three dollars and no cents, per sq. yd.	3.00
Concrete Drive Replacement (6" Concrete)	Nine dollars and fifty cents, per sq. yd.	9.50
#53B H.A.C. Base	Seventeen dollars and no cents, per ton	17.00
#9 H.A.C. Binder	Sixteen dollars and fifty cents, per ton	16.50
City Mix A-2 Top	Eighteen dollars and no cents, per ton	18.00
Sidewalk (5")	One dollar and five cents, per sq. ft.	1.05
Special Walk	Ten dollars and fifty cents, per lin. ft.	10.50
Street Pavement (6" Concrete)	Seven dollars and ninety cents, per sq. yd.	7.90
Combined Curb and Gutter	Four dollars and fifty cents, per lin. ft.	4.50
Common Excavation	Three dollars and twenty five cents, per cubic yard	3.25
Top Soil	Five dollars and twenty five cents, per ton	5.25
Seeding	Fifty cents, per sq. yd.	0.50
Asphalt for Undersealing PCC Grade II	Five hundred dollars and no cents, per ton	500.00
Drilled Holes for Under-	Five dollars and no cents, each	5.00

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including curbs

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good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-
ment Resolution No. 5655-1974 and at the following price per linear foot:

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Common Excavation	Four dollars and fifty cents, per lin. ft.	4.50
Top Soil	Three dollars and twenty five cents, per cubic yard	3.25
Seeding	Five dollars and twenty five cents, per ton	5.25
Asphalt for Undersealing PCC Grade II	Fifty cents, per sq. yd.	0.50
Drilled Holes for Under- seal	Five hundred dollars and no cents, per ton	500.00
12" Sewer Pipe R.C.P. Cl. IV	Five dollars and no cents, each	5.00
15" Sewer Pipe R.C.P. Cl. IV	Eight dollars and no cents, per lin. ft.	8.00
18" Sewer Pipe R.C.P. Cl. IV & V	Ten dollars and fifty cents, per lin. ft.	10.50
21" Sewer Pipe R.C.P. Cl. III	Twelve dollars and no cents, per lin. ft.	12.00
24" Sewer Pipe R.C.P. Cl. III & V	Fourteen dollars and no cents, per lin. ft.	14.00
30" Sewer Pipe R.C.P. Cl. III	Sixteen dollars and no cents, per lin. ft.	16.00
36" Sewer Pipe R.C.P. Cl. III	Twenty dollars and no cents, per lin. ft.	20.00
42" Sewer Pipe R.C.P. Cl. III	Twenty four dollars and no cents, per lin. ft.	24.00
48" Manhole Type A-1	Thirty dollars and no cents, per lin. ft.	30.00
60" Manhole Type B-1	Seven hundred dollars and no cents, each	700.00
30" Inlet Type A-4 & 7	Twelve hundred dollars and no cents, each	1,200.00
	Three hundred fifty dollars and no cents, each	350.00

(Continued)

12" Catch Basin Pipe R.C.P. Cl. IV	Eight dollars and no cents, per lin. ft.	8.00
Special Gravel Backfill	Five dollars and fifty cents, per cu. yd.	5.50
#73 Stone Backfill	Seven dollars and fifty cents, per cu. yd.	7.50
Manholes Adjusted to Grade	Seventy dollars and no cents, each	70.00
Inlets adjusted to Grade	Seventy dollars and no cents, each	70.00
6" V.C.P. Perforated	Six dollars and no cents, per lin. ft.	6.00
New Casting Furnished Type I	Eighty five dollars and no cents, each	85.00
16 Ft. Aluminum Poles (Installation Only)	Fifty dollars and no cents, each	50.00
175 Watt Luminaires w/Lamps (Installation Only)	Fifteen dollars and no cents, each	15.00
Trenching 24" Deep	Sixty cents, per lin. ft.	0.60
#4 - 2/c Aluminum Under- ground Wire in Trench (Labor)	Forty cents, per lin. ft.	0.40
Pushing 1 $\frac{1}{2}$ " Conduit Under Concrete (Labor Only)	Three dollars and no cents, per lin. ft.	3.00
1 $\frac{1}{2}$ " Conduit in Trench (Labor Only)	Fifty cents, per lin. ft.	0.50
Risers and Controls (Labor Only)	One hundred dollars and no cents, each	100.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Section 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5655-1974 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally completed and accepted by the City if prior Councilmanic Approval is received and in all respects completed on or before November 1, 1974 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date _____, 19____ until said work is finally completed and ready for acceptance by the City. It is also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even *prima facie* evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____

day of _____, 19____

L. W. DAILEY, INC.

BY:

ITS:

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Its Board of Public Works and Mayor.

GUARANTY BOND

Know All Men by These Presents, That we - - - - -
- - - - - L. W. DAILEY, INC. - - - - - Contractors
as principal, and ST. PAUL FIRE AND MARINE INSURANCE COMPANY, SAINT PAUL, MINNESOTA
- - - - - as surety
are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of FOUR HUNDRED SEVENTY
THREE THOUSAND, SEVEN HUNDRED THIRTY ONE DOLLARS AND TWENTY CENTS - - - - -

----- (\$473,731.20)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said -----

----- L. W. DAILEY, INC. - - - - -
did on the ----- day of -----
-----, enter into a contract with the City of Fort Wayne to construct a
----- Pavement
on ----- Street from -----
Streets, sidewalks, storm sewers and street lighting in Hoevelwood Addition,
Sections A, B, C, D and E, Hoevelwood Court Addition, Sections A and B and
general area.

----- according to certain plans and specifications, and
----- for a period of three years
also warranting and guaranteeing the work/material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said -----
L. W. DAILEY, INC. - - - - - shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this ----- day of -----

L. W. DAILEY, INC. ----- (SEAL)

BY: ----- (SEAL)

ITS: ----- (SEAL)

Approved this ----- day of -----

Board of Public Works.

LIABILITY BOND

Know All Men by These Presents, That we hereby certify that L. W. DAILEY, INC.
has insurance with this company, fully protecting and saving harmless and
indemnifying the City of Fort Wayne, Indiana, from any losses in the amount of
five Thousand Dollars. (\$5,000.00)

as principal, and _____

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of _____

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

(\$ _____)
The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the _____

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this _____ day of _____

L. W. DAILEY, INC. _____ (SEAL)

BY: _____ (SEAL)

ITS: _____ (SEAL)

_____ (SEAL)

Approved this _____ day of _____

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

APRIL 1, 1974

WAGE SCALE

 CODE: S - SKILLED
 SS - SEMI-SKILLED
 U - UNSKILLED

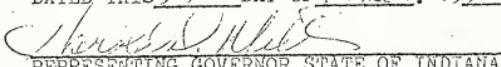
as, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FORT WAYNE, INDIANA DURING THE MONTHS OF APRIL, MAY, AND JUNE, 1974.

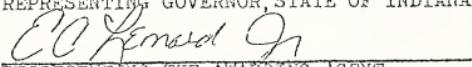
in compliance with the provisions of Chapter #319 of the acts of the GENERAL ASSEMBLY OF INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

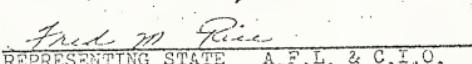
TRADES OR OCCUPATION	CLASS	RATE PER HR.	H & W		PEN.	VAC.	APPR.
			35¢	55¢			
ASBESTOS WORKER	S	9.15	35¢	55¢			
BOILERMAKER	S	9.45	50	80			1¢
BRICKLAYER	S	8.49	30	25			1
CARPENTER	S	7.92		6%			2 app 2 ind. fund
CEMENT MASON	S	7.90	40				
ELECTRICIAN	S	8.40	25	12 1/20			4
ELEVATOR CONSTRUCTOR	S	8.49	39	26	6 1/2%	2 1/2	2 app
GLAZIER	S	7.54	10		15	29	holidays
IRON WORKER	S	8.85	55	65			1
LABORER	S	5.10-6.60	18	25			7
LATHER	S	7.16		25			1 app 3 ind. fund
MILLWRIGHT & PILEDRIVER	S	8.65		6%			4 app 2 ind. fund
OPERATING ENGINEER	S	SEE ATTACHED	SHEET.				
PAINTER	S	6.76-7.76	32	25			5
PLASTERER	S	7.59	40				
PLUMBER, STEAMFITTER, GASFITTER	S	8.60	25	35			7 app. 4 ind. fund
MOSAIC & TERRAZZO GRINDER	S	6.35-8.15					
ROOFER	S	8.05		10			4 app.
SHEETMETAL WORKER	S	8.34	30	25			9 ind. fund
TEAMSTER	S	5.95-6.95	bldg. \$12 h.w. \$14	bldg. \$18 h.w. \$14			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE shall be paid. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee. But in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 13 DAY OF April, 1974


REPRESENTING GOVERNOR, STATE OF INDIANA


REPRESENTING THE AWARDING AGENT.


REPRESENTING STATE A.F.L. & C.I.O.

CLASSIFICATIONS

	RATE	H & W	PENS.	A/T	GROSS
Air Compressor (two or one over 200 cu. ft.)	\$6.32	.30	.30	.05	\$8.97
Angle Dozer - Bull Dozer - Push Dozer	\$7.20	.30	.30	.05	\$7.85
Auto Patrol	\$7.20	.30	.30	.05	\$7.85
Back Filler	\$7.20	.30	.30	.05	\$7.85
Backhoe	\$7.40	.30	.30	.05	\$8.05
Boom Cat	\$7.20	.30	.30	.05	\$7.85
Caisson Drilling Machine	\$7.40	.30	.30	.05	\$8.05
Clamshell	\$7.40	.30	.30	.05	\$8.05
Concrete Mixer (Dual Drum)	\$7.45	.30	.30	.05	\$8.10
Concrete Mixer (21 cu. ft. or over)	\$7.15	.30	.30	.05	\$7.80
Concrete Pump	\$7.20	.30	.30	.05	\$7.85
Crane	\$7.40	.30	.30	.05	\$8.05
Crane - Electric Overhead	\$7.25	.30	.30	.05	\$7.85
Derrick	\$7.40	.30	.30	.05	\$8.05
Dinkey Engine in Tunnel	\$7.25	.30	.30	.05	\$7.90
Ditching and Trenching Machine	\$7.20	.30	.30	.05	\$7.85
Ditching and Trenching Machine (over 24")	\$7.30	.30	.30	.05	\$7.95
Dragline	\$7.40	.30	.30	.05	\$8.05
Dredge	\$7.40	.30	.30	.05	\$8.05
Elevators (when used to hoist material)	\$7.20	.30	.30	.05	\$7.85
Fireman	\$6.42	.30	.30	.05	\$7.07
Fork Lift	\$7.25	.30	.30	.05	\$7.90
Helicopter	\$8.12	.30	.30	.05	\$8.77
Hoist	\$7.30	.30	.30	.05	\$7.95
Locomotive	\$7.25	.30	.30	.05	\$7.90
Mechanic on Job Site	\$7.20	.30	.30	.05	\$7.85
Pile Driver	\$7.40	.30	.30	.05	\$8.05
Power Blade	\$6.85	.30	.30	.05	\$7.50
Pumps (2, 3 or 4)	\$6.32	.30	.30	.05	\$6.97
Rollers on Earth	\$6.37	.30	.30	.05	\$7.02
Rollers on Stone, Blacktop or Brick	\$7.10	.30	.30	.05	\$7.75
Ross Carrier	\$6.90	.30	.30	.05	\$7.55
Scoop	\$7.20	.30	.30	.05	\$7.85
Shovel	\$7.40	.30	.30	.05	\$8.05
Throttle Valve	\$6.70	.30	.30	.05	\$7.35
*Tournapull (or similar)	\$7.30	.30	.30	.05	\$7.95
Track Jack	\$6.22	.30	.30	.05	\$6.87
Tower Crane	\$7.40	.30	.30	.05	\$8.05
Tractor	\$6.32	.30	.30	.05	\$6.97
Tractor - Farm with attachments (Fordson or comparable size)	\$6.90	.30	.30	.05	\$7.55
Tractor - Farm type-Backhoe over 3/8 yd.	\$7.20	.30	.30	.05	\$7.85
Tractor with Winch	\$7.25	.30	.30	.05	\$7.90
Tractor Shovel	\$7.30	.30	.30	.05	\$7.95
Welding Machines (2, 3 or 4)	\$6.32	.30	.30	.05	\$6.97
Well Point System	\$6.70	.30	.30	.05	\$7.35
Boatman	\$6.90	.30	.30	.05	\$7.55

NOTE: 25¢ per hour shall be paid for each additional machine covered by an employee

* Tournapull or similar type equipment with multiple units shall be paid 25¢ per hour extra for each additional unit.

All employees working in enclosed underground (caverns) work shall be paid 50¢ per hour over and above the regular wage rate for all classifications and this shall become the base rate for all such work for full shift. All shifts shall start and end above ground.

MINOR CLASSIFICATIONS

	RATE	H & W	PENS.	A/T	GROSS
Air Compressor (less than 200 cu. ft.)	\$5.92	.30	.30	.05	\$6.57
Concrete Mixer (under 21 cu. ft.)	\$6.07	.30	.30	.05	\$6.72
Conveyor	\$6.07	.30	.30	.05	\$6.72
Pump (over 2")	\$5.92	.30	.30	.05	\$6.57
Welding Machine	\$5.92	.30	.30	.05	\$6.57
Oilers and Greasers	\$5.92	.30	.30	.05	\$6.57
Truck Crane Driver	\$6.17	.30	.30	.05	\$6.82

The rates of pay for Apprentices are based on a percentage of the Crane Operators wage rate as established in this Collective Bargaining Agreement. The percentage figures based on six (6) month periods are as follows:

First Period	70%	Fourth Period	85%
Second Period	75%	Fifth Period	90%
Third Period	80%	Sixth Period	95%

The pay rate of the Apprentice shall be for the proper period of training as determined by the Joint Committee and as stipulated in the Apprentice Agreement. At no time will the Apprentice rate be less than the pay of an Oiler.

BUILDING AGREEMENT

GROUP I

Air Compressor (pressuring shafts, tunnels and divers)	Concrete Plant
Air Tugger	Concrete Pump
Auto Patrol	Crane with all attachments
Back Filler	Crane—Electric Overhead
Back Hoe	Derrick
Booni Cat	Ditching Machine (18" and over)
Boring Machine	Dredge
Bull Dozer	Elevators (when hoisting material or tools)
Caisson Drilling Machine	Fork Lift (machinery)
Cherry Picker	Furnaces Paver
Compactor (with dozer blade)	Generator (power for welders or compressors)
Concrete Mixer (dual drum)	

Gradall	Push Cat
Helicopter	Scoop and Tractor
Helicopter Winch Operator	Scraper—Rubber Tired
High Lift—Front End Loader	Spreader—Tractor Mounted
Hoist	Straddle Carrier—Ross Type
Locomotive	Sub Base Finish Machine (C.M.L. or similar)
Mechanic on Job Site	Tower Crane
Mucking Machine	Tractor with Backhoe (over $\frac{1}{2}$ yard)
Panel Board Concrete Plant	Welder (Craft)
Pile Driver	

GROUP I

Effective Date	Rate	H & W	Pension	Training	Gross
July 25, 1971	\$7.25	.25	.20	.05	\$7.75
December 1, 1971	\$7.65	.25	.20	.05	\$8.15
June 1, 1972	\$7.95	.25	.30	.05	\$8.55
June 1, 1973	\$8.25	.30	.30	.05	\$8.90
The December 1, 1973	\$8.40	.30	.30	.05	\$9.05

GROUP II

A Frame Truck	Head Greaser
Batcher Plant (automatic dry batch)	Mechanic In Shop
Bending Machine—Power Driven	Mash Depresser—Mash Placer
Bituminous Mixer	P.C.C. Concrete Belt Placer
Bituminous Paver	Holler—Asphalt, Stone & Sub Base
Bituminous Plant Engineer	Sheepfoot Roller—Self Propelled
Boatman	Shop Mule
Bull Float	Spreader or Base Paver—Self Propelled
Compactor or Tamper—Self Propelled	Sub Grader
Concrete Mixer (21 cu. ft. or over)	Throttle Valve with Air Compressor or Boiler
Concrete Spreader—Power Driven	Tractor with Backhoe (1/2 yard and under)
Dinker Engine	Tractor—High Lift—Farm Type
Ditching Machine (less than 18")	Tractor—Industrial Type
Drilling Machine	Tractor with Winch
Finish Machine & Bull Float	Wall Points
Finishing Machine	Winch Truck
Fireman—Pile Driving and Bollers	
Fork Lift—Masonry & Material	
Gunitte Machine	

GROUP II

Effective Date	Rate	H & W	Pension	Training	Gross
July 25, 1971	\$6.45	.25	.20	.05	\$6.95
December 1, 1971	\$6.85	.25	.20	.05	\$7.35
June 1, 1972	\$7.15	.25	.30	.05	\$7.75
June 1, 1973	\$7.45	.30	.30	.05	\$8.10
The December 1, 1973	\$7.60	.30	.30	.05	\$8.25

GROUP III

Air Compressor (210 cu. ft. and over)	Minor Equipment Opr. 2, 3, 4 or 5 (See Paragraph 46)
Bituminous Distributor	Paving Joint Machine
Chair Cart	Post Hole Digger
Concrete Curing Machine	Roller—Earth
Concrete Saw	Throttle Valve
Dope Pot—Power Agitated	Track Jack—Power Driven
Flex Plans	Tractor—Farm Type
Form Grader	Truck Crane Driver
Hydrohammer	
Jacks—Hydraulic—Power Driven	

GROUP III

Effective Date	Rate	H & W	Pension	Training	Gross
July 25, 1971	\$5.85	.25	.20	.05	\$6.35
December 1, 1971	\$6.25	.25	.20	.05	\$6.75
June 1, 1972	\$6.55	.25	.30	.05	\$7.15
June 1, 1973	\$6.85	.30	.30	.05	\$7.50
The December 1, 1973	\$7.00	.30	.30	.05	\$7.65

GROUP IV (Minor Classifications)

Air Compressor (less than 210 cu. ft.)	Oiler
Concrete Mixer (under 21 cu. ft.)	Power Broom
Conveyor	Pump
Generator	Welding Machine
Mechanical Heater	Helpers

GROUP IV

Effective Date	Rate	H & W	Pension	Training	Gross
July 25, 1971	\$5.65	.25	.20	.05	\$6.05
December 1, 1971	\$6.05	.25	.20	.05	\$6.55
June 1, 1972	\$6.95	.25	.30	.05	\$7.55
June 1, 1973	\$7.25	.30	.30	.05	\$7.90
The December 1, 1973	\$8.40	.30	.30	.05	\$9.05

The rates of pay for apprentices are based on a percentage of Group I wage rates as established in this Collective Bargaining Agreement. The percentage figures based on six (6) month periods are as follows:

First Period	75%
Second Period	80%
Third Period	85%
Fourth Period	90%
Fifth Period	95%
Sixth Period	95%

The pay rate of the Apprentice shall be for the proper period of training as determined by the Joint Committee and as stipulated in the Apprentices Agreement. At no time will the Apprentice rate be less than the pay in Group IV.

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

- (a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates;
- (b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color;
- (c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and
- (d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.



THE CITY OF FORT WAYNE
board of public works

March 29, 1974

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

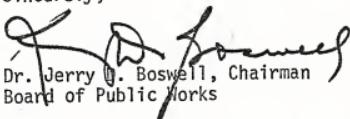
The Board of Works has awarded a contract to L. W. Dailey, Inc. for street, sidewalk, sewer and lighting improvements in Hoevelwood Addition, Sections A, B, C, D, E; Hoevelwood Court Addition, Sections A and B; and General Area under Improvement Resolution No. 5655-74 at a cost of \$473,731.20.

This is a Barrett Law project on which the property owners shall be paying \$228,676.00.

The contractor is desirous of starting this project promptly in order to meet completion date established in the contract.

The Board, therefore, is requesting "Prior Approval" of this contract. We shall attempt to formally submit the contract to Council April 9th.

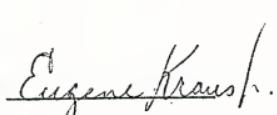
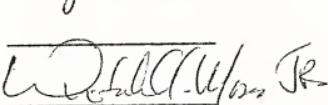
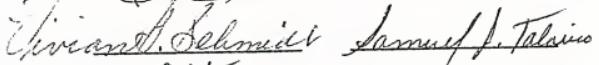
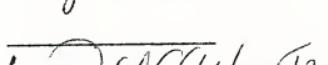
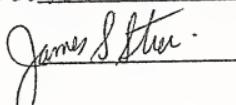
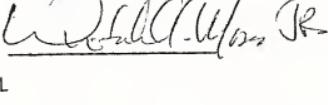
Sincerely,


Dr. Jerry D. Boswell, Chairman
Board of Public Works

JDB/ss

Attachment

APPROVED:

MEMBERS OF THE COMMON COUNCIL

DIGEST SHEET

S-74-0407

TITLE OF ORDINANCE: Contract with L. W. Dailey, Inc. for improvements in Hoevelwood

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: Request approval of contract with L. W. Dailey, Inc. for street, sidewalk, sewer and lighting improvements in Hoevelwood Addition, Sections A, B, C, D, and E; Hoevelwood Court Addition, Sections A and B; and General Area under Improvement Resolution No. 5655-74.

Prior Approval letter attached.

EFFECT OF PASSAGE: Improvement to Hoevelwood Addition, Hoevelwood Court Addition and General Area.

EFFECT OF NON-PASSAGE: No improvements to areas.

MONEY INVOLVED (Direct Costs, Expenditures, Savings):

Cost to City: \$245,055.20

ASSIGNED TO COMMITTEE (~~_____~~): Finance

/ss